

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
DELPHI CORPORATION, *et al.*,) Case No.: 05-44481 (RDD)
) (Jointly Administered)
Debtors.)

**AFFIDAVIT OF JAMES C. BECKER
PURSUANT TO 11 U.S.C. § 504 AND FED. R. BANKR. P. 2016**

COUNTY OF WAYNE)
) ss:
STATE OF MICHIGAN)

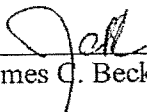
James C. Becker, being duly sworn, deposes and states as follows:

1. I am a Managing Director of the firm of Jones Lang LaSalle Americas, Inc. (“JLL”), real estate administrative and transaction services provider for Delphi Corporation (“Delphi”) and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”).
2. I submit this affidavit (the “Affidavit”) pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure in support of Jones Lang LaSalle Americas, Inc.’s First Interim Application of for Compensation for Services Rendered and Reimbursement of Expenses as Real Estate Administrative and Transaction Services Provider to Delphi Corporation and its Related Debtor Entities for the Period November 3, 2005 through January 31, 2006 (the “First Interim Application”).
3. By order dated December 1, 2005 (Docket No. 1385), JLL was retained as the Debtors’ real estate administrative and transaction services provider, retroactive to November 3, 2005.
4. During the Application Period, JLL sought interim monthly payments from the Debtors pursuant to the Order Under 11 U.S.C. § 351 Establishing Procedures for Interim

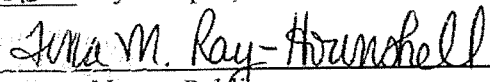
Compensation and Reimbursement of Expenses of Professionals (the "Compensation Order").

To date, JLL has received \$25,393.12 for the time period November 3, 2005 through November 30, 2005 (the "November Statement"), \$52,827.75 for the time period December 1, 2005 through December 31, 2005 (the "December Statement"), and \$44,070.53 for the time period January 1, 2006 through January 31, 2006 (the "January Statement").

5. Except as permitted pursuant to 11 U.S.C. § 504(b)(1), no agreement or understanding exists between JLL and any person for a division of compensation or reimbursement received or to be received herein or in connection with the within cases.


James C. Becker

Subscribed and sworn to before me this
28th day of April, 2006


Notary Public

My Commission expires on 3-6-12

